MATOC Solicitation Number: 06-0001-22 Ocean Acoustics Experimental Support Services for the ONR Ocean Battlespace Sensing Department

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of ONR Multiple Award Contract (MATOC) for support services under CLIN 0001 are due by 30 August 2006 at 2:00 PM (local), with an expected award date of 18 September 2006.

1.0 Background

The Ocean Battlespace Sensing Department of the Office of Naval Research underwrites oceanographic, space-based remote-sensing and environmentally related science and technology efforts within the Department of the Navy. The Department consists of two large divisions, Research Division and Applications Division, with multidisciplinary programs in naval environments, undersea warfare and related subjects. The Applications Division manages seven teams, including the team addressed in this solicitation, Ocean Acoustics (OA) http://www.onr.navy.mil/sci_tech/32/321/ocean_acoustics.asp. This is a continuing requirement. The incumbent is Marine Acoustics, Inc (N00014-03-D-0479; Delivery Order 0001).

2. Statement of Work

2.1 Objective

Legislative and regulatory requirements dictate that a thorough analysis of the potential impacts of anthropogenic noise on the marine environment be conducted prior to at-sea tests involving active underwater acoustic transmissions.

2.2 Scope

Currently scheduled at-sea acoustic tests include Acoustic Communications experiments at Pacific Missile Range Facility (PMRF) in July of 2007 and Martha's Vineyard Coastal Observatory (MVCO) in October of 2007, a Non-Linear Internal Wave Initiative experiment in the South China Sea in April 2007, and an experiment in the Korean West Sea in 2008.

2.3 Technical Tasks/Requirements

Tasks will include the following:

 Evaluate documentation requirements, establish the acoustic characteristics of planned experimentation equipment, and research the biological and physical environment of the proposed test areas.

- Employ state-of the art models to evaluate potential impacts, and recommend possible mitigation measures.
- Provide support and assistance in the preparation, review, and filing of environmental documents for the above listed experiments, and other at-sea tests involving the use of active acoustic sources, in accordance with the provisions of Executive Order 12114 and OPNAVINST 5090.1B.

2.4 Reports Data and Other Deliverables

The contractor shall Prepare Overseas Environmental Assessment, Acoustic Assessment, or other reports and documentation as required by the specific circumstances.

3. Personnel Requirements

3.1 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The following skill sets are anticipated to support the tasks:

- 3.1.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages (Microsoft Word, Project, Excel, and PowerPoint).
- 3.1.2 Team Leader: Should have at least a Bachelor's degree in a science or engineering discipline from an accredited college or university and a minimum of 10 years experience in ASW Research and Development Programs. The candidate should also have at least 10 years experience in support and management of acoustic data collection efforts and recent experience in investigating the effects of underwater acoustic transmissions on marine life for the preparation of environmental analyses for planned Ocean Acoustics Program sea tests, as well as experience in the technical preparation and filing of environmental compliance documents for at-sea tests.
- 3.1.3 Technical Support Specialist II: Should have a minimum of 5 years experience in estimating marine mammal densities for incorporation into environmental compliance documents and analyses. The candidate must have available and be able to utilize software modeling tools, such as the Acoustic Integration Model (AIM), to analyze and evaluate the effects of sound on the marine environment. The model's analytical results must have a high probability of acceptance by the cognizant offices of the Chief of Naval Operations and the National Marine Fisheries Service.

3.2 Level of Effort

A 36 month period of performance has been defined.

3.2.1 The level of effort has been estimated for the proposed contract. A 36 month period of performance has been defined with a twelve month base period for Year One,

- a 12-month period for Year 2 Option 1 and a 12 month period for the Year 3 Option 2. The estimated level of effort is 1000 hours per year.
- 3.2.2 The period of performance will be from 1 October 2006 through 36 months.
- 3.2.3 A summary of the labor categories and the total anticipated hours is provided below.

Labor Category	FY06	FY07	FY08
Team Leader	200 hours	200 hours	200 hours
Technical Support Specialist II	800 hours	800 hours	800 hours

3.2.4 The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor categories) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirements. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different than the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work.

4.0 Order Details

- **4.1 Contract Types:** The Navy anticipates awarding a cost plus fixed fee level of effort task order.
- **4.2 Period of Performance:** The period of performance for this order is from 01 October 06 through 30 Sep 09.

4.3 Other Direct Costs (ODCs)

ODCs (including travel supplies, etc) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$7,500.00 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The total Travel including per diem is not to exceed (NTE) \$12,000.00 per year and the total non-travel ODC amount is not to exceed (NTE) \$7,500.00 per year.

4.3.1 **Travel and Per Diem:** Travel may be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Federal Travel Regulation (FTR) and/or Joint Travel Regulations (JTR). All travel arrangements under the contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor.

- 4.3.2 Other Direct Costs (Other than Travel and Per Diem): ODCs may be required to fully support this task requirement. At this time, the specific items cannot be identified; however, the ODC and Travel cost total cannot exceed the NTE amount stated in Section 4.3.
- **4.4 Place of Performance:** Work will normally be performed at the contractor's facility, but may also be performed at the Government's facility, Office of Naval Research, 875 N. Randolph St., Suite 1425, Arlington, VA 22203-1995.
- **4.5 Government Furnished Resources (GFR);** The Government will provide information, material and forms unique to the Government for supporting this task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).
- 4.5.1 **Facilities, Supplies and Services:** The facilities required to perform the tasks outlined in the Statement of Work shall be provided by the contractor.
- 4.5.2 **Information:** All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.
- 4.5.3 **Documentation:** All existing documentation relevant to this task's accomplishment will be made available to the contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.
- 4.5.4 **Equipment:** With the exception to the basic facility items noted Subsection 4.5.1, and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. PCs should not be proposed as a direct charge under this solicitation.
- **4.6 Subcontracts/Consultants:** The contractor may request or propose, on a case-by-case basis, subcontracts/consultant support for specific technical tasks.
- **4.7 Security Requirements:** During the performance of this effort, the Contractor may have access to Sensitive But Unclassified, Proprietary, or For Official Use Only information. Contractor is required to safeguard this information accordingly.

4.8 Organizational Conflict of Interest:

4.8.1 **Safeguarding Information:** The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts,

sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

5.0 Proposal Requirements

- **5.1 Proposal Format:** The Offeror's proposal must be divided into two sections: (1) Technical Proposal, and (2) Cost Proposal. Information for the technical portion shall be a separate and segregable document from the cost proposal. No cost information should be included in the technical section. The length of the technical proposal shall not exceed ten (10) pages, exclusive of resumes. There are no page limits on the number of resumes or the pages of the cost proposal. The proposal should be written and organized to be compatible with the Statement of Work, company's organization and accounting structure, and proposed cost.
- (a) Technical Proposal: The technical proposal should include the following: The Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled. The Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable. The Offeror should explain what corporate facilities are available and would be used in support of the work including computer resources, publication/media materials and equipment where appropriate. The proposal should acknowledge that the Contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.
- (b) Cost Proposal: The Offeror should submit a cost proposal that itemizes the following proposed costs (as applicable): direct labor (including each labor category with associated proposed hours and hourly rate), fringe benefits, labor overhead,

consultants, subcontracts, subcontractor/consultant handling charges, G&A, cost of money, fixed fee and any other relevant cost categories. The Offeror should also include the estimated Travel and ODC amounts set forth in the "Other Direct Costs" section of the solicitation as part of its proposed costs. The base calculation and rates must be provided for all indirect cost items. Subcontract cost information containing the same type of details described above for the prime must be provided either with the proposal (it can be submitted in sealed envelope) or mailed separately before the solicitation due date and time.

If available and applicable, the Contractor should also provide its Defense Contract Audit Agency (DCAA) point of contact, including the Branch Office name, auditor name, phone number and e-mail address.

- **5.2 Other Required Documents:** Offeror should be aware that, upon receiving an award, the following additional documentation will be required:
- **5.2.1 Non-Disclosure Agreement.** Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contactor. Attachment A is the NDA that shall be used at the commencement of this order.
- **5.3 Proposal Submission:** The due date for receipt of proposals for this solicitation is no later 2:00 PM (Local Time) on 30 August 2006. All proposals must be uploaded electronically via the "Upload Proposals" hyperlink, which is under the hyperlink for this solicitation on ONR's MATOC website. (Note: this site restricts the formats of uploaded documents to those in MS Word, MS Excel, or PDF.)

6.0 Evaluation Information

6.1 Evaluation Criteria: A Task Order will be awarded to the responsible offeror whose offer represents the best value to the Government. Best value is the outcome of any acquisition that ensures the Government meets the customer's needs in the most effective, economical, and timely manner. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following:

Technical Factors

- (1) Proposed Personnel
- (2) Past Performance on earlier tasks under this and similar contracts
- (3) Management Plan and Technical Approach
- (4) Corporate Facilities

Price/Cost Factors

(1)Costs

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both Technical and Cost Factors. The Offeror's technical capability (as measured by the Technical Factors) and Cost Factor are equal in importance. In regards to the stated Technical Factor, Technical Factor 1 is of the greatest weight; Technical Factors 2 and 3 are equally weighted. Technical Factor 4 is of less value than all other Technical Factors. In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under this contact and similar contracts. Cost Factors are important but of less importance than the weight assigned to the overall technical assessment.

- **6.2. Award:** The Government will award a task order to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. The anticipated award of this Order is 18 September 2006 and start date of this Order is on or about 1 Oct 2006.
- **7.0 Submission of Questions**: Any questions regarding this solicitation must be provided in writing to the Point of Contact listed below. Acceptable forms of written question submission include fax and e-mail. Questions submitted less than 72 hours prior to the closing date for proposals may not be answered and the due date for submission of proposals may not be extended.
- **8.0 Solicitation Amendments**: Any amendments to this solicitation will be posted along with the solicitation on the ONR website. It is the Offeror's responsibility to regularly check for any postings of solicitations, amendments, and questions and answers under this or any other MATOC Solicitation.
- **9.0 Point of Contact**: The Point of Contact for this solicitation is Brian Kehoe (ONR 0252) at Telephone Number (703) 588-0610 and email kehoeb@onr.navy.mil.

Attachment A: Non-Disclosure Agreement Regarding Contractor Support for the Office of Naval Research

The undersigned individual,	, agrees	, both in his
personal capacity and as an employee of		as follows:

BACKGROUND

- 1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:
 - i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.
 - ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.
 - iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.
 - iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.
 - v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.
 - vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.
- 2. The undersigned individual is serving as contractor support for ONR. As such, he has and will continue to come into contact with proprietary technical and commercial information. He likewise will have access to sensitive internal information developed by or on behalf of the Government in connection with the accomplishment of ONR's mission.

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AGREEMENT

- i. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative any information relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.
- ii. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

Employee Signature
Printed Name
Date
Concurrence by the employer:
Supervisor/Manager Signature
Printed Name
Date

Government Representative is defined as any Government employee, either military or civilian, not assigned to the activity or program office for which the effort is being performed.

This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files